

***United States Court of Appeals
for the Second Circuit***



APPENDIX

708
NO. 77-4202

United States Court of Appeals
FOR THE SECOND CIRCUIT

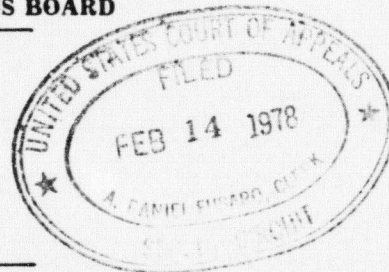
NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, MERRIT GRAHAM
LODGE NO. 1871,

B
AB
by mail
Respondent.

**ON APPLICATION FOR ENFORCEMENT OF AN ORDER OF
THE NATIONAL LABOR RELATIONS BOARD**



APPENDIX

ELLIOTT MOORE,
Deputy Associate General Counsel,
National Labor Relations Board.
Washington, D.C. 20570

PAGINATION AS IN ORIGINAL COPY

I

I N D E X

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II

CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

In Matter of: International Association of Machinists and
Aerospace Workers, Merrit Graham Lodge No.
1871

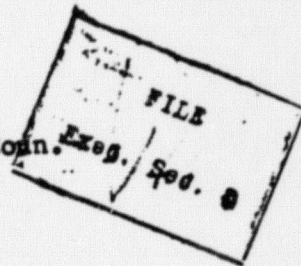
Case No. 1-CB-3147

1.2.76 Charge filed
2.9.76 Amended Charge filed
2.24.76 Complaint and Notice of Hearing, dated
3.5.76 Respondent's Answer, dated
4.8.76 Amendment to Complaint, dated
7.14.76 Stipulation of Facts entered into by the General Counsel, Charging Party
and the Respondent dated
7.14.76 Parties Motion to Transfer proceeding to the Board, dated
8.2.76 Amendment to Stipulation of Facts, dated
9.6.76 Board's Order Granting Motion Approving Stipulation and Transferring
Proceeding to the Board, dated
8.30.77 Decision and Order of the National Labor Relations Board, dated

FPW

D-2559

Groton, Conn.



UNITED STATES OF AMERICA

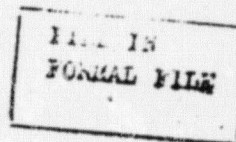
BEFORE THE NATIONAL LABOR RELATIONS BOARD

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, MERRIT GRAHAM
LODGE NO. 1871

Case 1—CB—3147

and

GENERAL DYNAMICS CORPORATION,
ELECTRIC BOAT DIVISION



DECISION AND ORDER

Upon charges duly filed by General Dynamics Corporation, Electric Boat Division, the Regional Director for Region 1 of the National Labor Relations Board, acting on behalf of the General Counsel of the Board, on February 24, 1976, issued a complaint ^{1/} alleging that the Respondent Union, International Association of Machinists and Aerospace Workers, Merrit Graham Lodge No. 1871, violated Section 8(b)(1)(A) of the National Labor Relations Act, as amended (29 U.S.C. § 151, et seq.). The Respondent filed an answer to the complaint in which it admitted certain allegations of the complaint and denied others, including all those charging it with the commission of any unfair labor practices.

On July 14, 1976, the General Counsel, the Charging Party, and the Respondent entered into a stipulation in which they agreed to certain facts relevant to the issues in this proceeding. They also agreed to waive a hearing before an Administrative Law Judge, the issuance of an Administrative Law Judge's Decision, and the presentation of any evidence other than that contained in the stipulation and the exhibits there

1/ The complaint was amended on April 8, 1976.

referred to. ^{2/} By order dated September 16, 1976, the Board approved the stipulation, as amended, and transferred the proceeding to the Board. Thereafter, the Charging Party and the Respondent filed briefs with the Board.

The Board has considered the entire record in this case, including the parties' briefs, and makes the following findings and conclusions:

Findings of Fact

I. The Business of the Employer

General Dynamics Corporation, Electric Boat Division (hereinafter the Company), the Charging Party in this proceeding, has been at all times material a corporation duly organized under the laws of the State of Delaware with its principal place of business at Groton, Connecticut, where it has been engaged in the manufacture of submarines. The Company annually receives goods valued in excess of \$50,000 from points outside the State of Connecticut and ships goods valued in excess of \$50,000 to points outside the State of Connecticut. Accordingly, in agreement with the stipulation of the parties, we find that the Company has been at all times material an employer engaged in commerce and in operations affecting commerce within the meaning of Section 2(6) and (7) of the Act. It will therefore effectuate the policies of the Act to assert jurisdiction in this proceeding.

II. The Labor Organization

The Respondent is a labor organization within the meaning of Section 2(5) of the Act.

III. The Unfair Labor Practices

A collective-bargaining agreement between the Company and the Respondent expired on June 30, 1975. ^{3/} On July 1, a strike was begun by Respondent against the Company. The strike ended sometime in November.

^{2/} Subsequently the parties entered into an amendment to the stipulation.

^{3/} All named months and dates are in 1975 unless otherwise indicated.

Twenty-six employees,^{4/} who at all times prior to June 10 were members in good standing of the Respondent Union, were employed by the Company prior to July 1, and may have participated in the above-mentioned strike. These employees resigned from the Union sometime during the strike. They also returned to work sometime during the strike.^{5/}

Pursuant to the recommendation of the trial committee of the Respondent, the 26 employees were fined by the Union on January 11, 1976, \$500 each, solely for their acts of resignation during the strike. On January 19 and March 16, 1976, the 26 employees were notified of the imposition of the fines and advised of the intention of the Union to take legal action to collect the fines. The complaint alleges that in imposing these fines Respondent violated Section 8(b)(1)(A).

In other cases, involving this same International, the Union has sought to fine employees for their postresignation conduct of performing struck work.^{6/} The Board has found that fines for such conduct are unlawful.^{7/} Here, in order

^{4/} William C. Belanger, Leonard E. Bingham, Robert G. Bradshaw, Francis L. Brisson, David Brown, Earl R. Burlingame, James M. Crowley, Jr., John R. Dwire, Glen L. Gural, Thomas Hinsch, James E. Holloway, Clyde K. Jalkanen, Robert E. Jones, John R. Morgan, Sr., Kenneth Mottshaw, Joseph R. O'Brien, David L. Peacock, Harold T. Pierce, Robert J. Schussel, John D. Sheeler, Gary E. Singer, Thomas W. Slane, Tidal K. Stevens, Roger Vincent, Jr., Herbert Yarhouse, and James Zeliff, Jr.

^{5/} The stipulation and incorporated exhibits do not indicate when during the strike the employees resigned or returned to work, nor does the record reveal the order of these respective events to each other. In any event, only the fact of their occurrence during the strike is of any relevance or materiality here.

^{6/} These cases involved the same constitutional provisions which were in effect at the time of the fines herein.

^{7/} Local Lodge No. 1994, International Association of Machinists and Aerospace Workers, AFL--CIO (O.K. Tool Company, Inc.), 215 NLRB 651 (1974), and Machinists Local 1327, International Association of Machinists and Aerospace Workers, AFL--CIO, District Lodge 115 (Dalmo Victor Company), 231 NLRB No. 115 (1977).

to achieve the same goal of solidarity during a strike, Respondent has taken a slightly different tack. It has stipulated that its fines were imposed solely for the acts of resigning during the strike.

The Respondent relies on the following provisions of article L, section 3, in its constitution as authorizing the imposition of the fines:

IMPROPER CONDUCT OF A MEMBER

Sec. 3. The following actions or omissions shall constitute misconduct by a member which shall warrant a reprimand, fine, suspension and/or expulsion from membership, or any lesser penalty or any combination of these penalties as the evidence may warrant after written and specific charges and a full hearing as hereinafter provided:

Refusal or failure to perform any duty or obligation imposed by this Constitution; the established policies of the I.A.M.; the valid decisions and directives of any officer or officers thereof; or, the valid decisions of the E.C. or the G.L. convention. . . .

* * * * *

Accepting employment in any capacity in an establishment where a strike or lockout exists as recognized under this Constitution, without permission. Resignation shall not relieve a member of his obligation to refrain from accepting employment at the establishment for the duration of the strike or lockout if the resignation occurs during the period of the strike or lockout or within 14 days preceding its commencement. . . .

* * * * *

Any other conduct unbecoming a member of the I.A.M., provided, however, that any charge of such conduct shall specifically set forth the act or acts or omissions alleged to constitute such offense.

Necessarily Respondent's defense rests on the contention that the act of resignation during a strike is improper under its constitution and that it is therefore free to fine a member for doing so. It points to two parts of article L, section 3, to support this position. First it points to the restriction on the activities of members following resignation as constituting a restriction on

resignation. However, this provision simply imposes obligations on those who resign to refrain from accepting employment at the struck establishment for the duration of the strike if resignation occurred within 14 days preceding the commencement of the strike. It contains no restriction on the right to resign. In fact, its plain meaning indicates resignation is permitted during a strike. Thus, the phrase, "Resignation shall not relieve a member of his obligation . . . if the resignation occurs during the period of the strike" would be utterly meaningless if resignation during a strike were not permitted.

Second, Respondent points to the provision stating that a member may be fined or otherwise disciplined for "Any other conduct unbecoming a member" as constituting a restriction on resignation. The act of resigning during a strike, Respondent argues, is damaging to the collective interests of other members, hence is conduct unbecoming a member of the Union. Such language is much too general to provide sufficient notice to members that they may not resign during a strike without being fined. This is especially true in light of the fact that the specific restrictions on post resignation conduct indicate that members are free to resign during a strike. Therefore, we find this provision does not restrict the right to resign during a strike.^{8/}

Here, it is stipulated that all the employees involved in this proceeding resigned their memberships, returned to work during the strike, and were thereafter fined for the act of resigning. But no provision in Respondent's constitution contains any restriction on resignation, even during a strike.^{9/} Therefore, we find that "the members were free to resign at will and that Section 7 of the

^{8/} See Booster Lodge No. 405, Intl. Assn. of Machinists and Aerospace Workers [Boeing Co.] v. N.L.R.B., 412 U.S. 84, 88-89 (1973).

^{9/} In view of this finding, we need not and do not pass on the question of what, if any, provision in a union's constitution or bylaws limiting the time or manner of resignation would pass muster under the Act.

Act . . . protected their right to return to work during a strike which had been commenced while they were union members."^{10/} The natural and probable consequence of fining them for submitting lawful and effective resignations was to restrain and coerce them in the exercise of their Section 7 right to return to work during a strike following resignation from a union.^{11/} Accordingly, we find that the Respondent, by fining the above-named employees for the act of resigning during the strike, violated Section 8(b)(1)(A).

IV. The Effect of the Unfair Labor Practices Upon Commerce

The activities of the Respondent set forth above, occurring in connection with the Employer's operations, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The Remedy

Having found that the Respondent has engaged in and is engaging in certain unfair labor practices, we shall order it to cease and desist therefrom. In order to effectuate the purposes of the Act, we shall also order the Respondent to rescind the unlawful fines, to refund any money paid to it as a result of the fines with interest computed at 7 percent per annum,^{12/} and to post the notice^{13/} attached as an appendix to this Decision and Order.

^{10/} Booster Lodge No. 405, supra at 87-88; N.L.R.B. v. Granite State Joint Board, Textile Workers Union of America, Local 1029, AFL-CIO [International Paper Box Machine Co.], 409 U.S. 213, 217-218 (1972). See also Local 1384, United Automobile, Aerospace, Agricultural Implement Workers, UAW (Ex-Cell-O Corporation), 227 NLRB No. 87 (1977).

^{11/} That Respondent might not have specifically intended this result is not material. Its motive is not an issue here.

^{12/} In accordance with our decision in Florida Steel Corporation, 231 NLRB No. 117 (1977), we shall apply the current 7-percent rate for periods prior to August 25, 1977, in which the "adjusted prime interest rate" as used by the Internal Revenue Service in calculating interest on the tax payments was at least 7 percent.

^{13/} The Charging Party's request that the Respondent be required to pay each of the 26 employees \$500 in damages is hereby denied as without merit.

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ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, International Association of Machinists and Aerospace Workers, Merrit Graham Lodge No. 1871, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Restraining or coercing employees who have resigned from and are no longer members of Respondent in the exercise of the rights guaranteed them in Section 7 of the Act by imposing court-collectible fines on such employees because of the act of resigning during a strike at General Dynamics Corporation, Electric Boat Division.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action designed to effectuate the purposes of the Act:

(a) Rescind the fines levied against William C. Belanger, Leonard B. Bingham, Robert G. Bradshaw, Francis L. Brisson, David Brown, Earl R. Burlingame, James M. Crowley, Jr., John R. Dwire, Glen L. Gural, Thomas Hinsch, James E. Holloway, Clyde K. Jalkanen, Robert E. Jones, John R. Morgan, Sr., Kenneth Mottshaw, Joseph R. O'Brien, David L. Peacock, Harold T. Pierce, Robert J. Schussel, John D. Sheeler, Gary E. Singer, Thomas W. Slane, Tidal K. Stevens, Roger Vincent, Jr., Herbert Yarhouse, and James Zeliff, Jr., because of their act of resigning during the

strike which began July 1, 1975, at General Dynamic Corporation, Electric Boat Division, and refund to them any money they may have paid as a result of such fines, plus interest computed at the rate of 7 percent per annum.

(b) Post at its business office and meeting hall copies of the attached notice marked "Appendix."^{13/} Copies of said notice, on forms provided by the Regional Director for Region 1, after being duly signed by an authorized representative, shall be posted by the Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Mail to the Regional Director for Region 1 signed copies of said notice for posting by General Dynamics Corporation, Electric Boat Division, if the Company is willing, in places where notices to employees are customarily posted. Copies of said notice, to be furnished by the Regional Director, after being duly signed by Respondent's authorized representative, shall be returned forthwith to the Regional Director.

^{13/} In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

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(d) Notify the Regional Director for Region 1, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

Dated, Washington, D.C. August 30, 1977

John H. Fanning
John H. Fanning, Chairman
John A. Penello
John A. Penello, Member
Peter D. Walther
Peter D. Walther, Member

NATIONAL LABOR RELATIONS BOARD

(SEAL)

MEMBER JENKINS, dissenting:

Beneath the facade of language that has been built around this case as well as the others in the line of cases cited by the majority in footnote 7, the reality of what is being attempted by the union in each situation is the same. All these cases concern a union's effort to utilize a reasonably restricted, fairly implemented, and mutually agreed to rule, to police a collective decision to engage in an economic strike for its duration against individual members who choose to disregard their commitment to the strike and return to work. In my view this reality supersedes the mere form which is used to characterize the Union's action. Thus it is irrelevant whether the fine is imposed for resigning or for breach of a rule which prohibits returning to work during a strike notwithstanding resignation during the limited period between the time that the decision to strike is made and the end of the strike. The fact of the matter is that in all these cases the relevant considerations are: the sufficiency of the provisions in the constitution which establish the restriction on a member's right to resign during a strike; how these provisions are implemented with respect to an individual member, especially in terms of notice and the reasonableness of the fine; and the effect that such a restriction will have on individual and collective rights, both of which are guaranteed under the Act.

In light of the above and inasmuch as the material facts of this case are, by stipulation, the same as in Machinists Local 1327, International Association of Machinist and Aerospace Workers, AFL-CIO, District Lodge 115 (Dalmo Victor), 231 NLRB No. 115 (1977). I would dismiss the instant complaint for the reasons I expressed in my dissent in that case.

Dated, Washington, D.C. August 30, 1977

Howard Jenkins, Jr., Member
NATIONAL LABOR RELATIONS BOARD

MEMBER MURPHY, dissenting:

For the reasons stated in my dissent in Machinists Local 1327, International Association of Machinists and Aerospace Workers, AFL--CIO, District Lodge 115, (Dalmo Victor), 231 NLRB No. 115 (1977). I would find no violation and would dismiss the complaint.

Dated, Washington, D.C. August 30, 1977

Betty Southard Murphy, Member

NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO MEMBERS

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

WE WILL NOT restrain or coerce employees who have resigned from, and are no longer members of, the Union in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, by imposing court-collectible fines on them for resigning during the strike at General Dynamics Corporation, Electric Boat Division, which began on July 1, 1975.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of the rights guaranteed them in Section 7 of the National Labor Relations Act.

WE WILL rescind the fines levied against William C. Belanger, Leonard B. Bingham, Robert G. Bradshaw, Francis L. Brisson, David Brown, Earl R. Burlingame, James M. Crowley, Jr., John R. Dwire, Glen L. Gural, Thomas Hinsch, James E. Holloway, Clyde K. Jalkanen, Robert E. Jones, John R. Morgan, Sr., Kenneth Mottshaw, Joseph R. O'Brien, David L. Peacock, Harold T. Pierce, Robert J. Schussel, John D. Sheeler, Gary E. Singer, Thomas W. Slane, Tidal K. Stevens, Roger Vincent, Jr., Herbert Yarhouse, and James Zeliff, Jr. because they resigned during the strike at General Dynamics Corporation, Electric Boat Division, which began in July 1, 1975, and refund any money they may have paid as a result of such fines, plus interest computed at the rate of 7 percent per annum.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS MERRIT GRAHAM LODGE
NO. 1871

(Labor Organization)

Dated _____ By _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 12th Floor, Keystone Building, 99 High Street, Boston, Massachusetts 02110, Telephone 617-223-3313.

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
FIRST REGION

In the Matter of

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, MERRIT GRAHAM
LODGE NO. 1871

and

GENERAL DYNAMICS CORPORATION, ELECTRIC
BOAT DIVISION

CASE NO. 1-CB-3147

STIPULATION OF FACTS

It is hereby stipulated and agreed by International Association of Machinists and Aerospace Workers, Merrit Graham Lodge No. 1871, General Dynamics Corporation, Electric Boat Division, and Counsel for the General Counsel that:

1. On January 2, 1975, General Dynamics Corporation, Electric Boat Division (hereinafter called the Company) filed a Charge against International Association of Machinists and Aerospace Workers, Merrit Graham Lodge No. 1871 (hereinafter called Merrit Graham Lodge No. 1871). On February 9, 1975, an Amended Charge was filed by the Company against Merrit Graham Lodge No. 1871. The Charge and the Amended Charge are attached hereto as Exhibits A and B, respectively.
2. On February 24, 1976, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the First Region, issued a Complaint and Notice of Hearing against Merrit Graham Lodge No. 1871. The Complaint and Notice of Hearing is attached hereto as Exhibit C.
3. On March 5, 1976, Merrit Graham Lodge No. 1871 served its Answer to the Complaint. The Answer is attached hereto as Exhibit D.
4. The Company, in the course and conduct of its business, annually receives from points outside the State of Connecticut goods valued in excess of \$50,000 and annually ships to points outside the State of Connecticut goods valued in excess of \$50,000. The Company is in interstate commerce within the meaning of the National Labor Relations Act, as amended.

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5. A collective bargaining contract between the Company and Metal Trades Council of New London County, of which Merrit Graham Lodge No. 1871 is a component and signatory, expired on June 30, 1973.

6. The International Association of Machinists and Aerospace Workers, AFL-CIO (hereinafter called IAMAW) is the parent body of Merrit Graham Lodge No. 1871. The Constitution of the IAMAW, effective as of April 1, 1974, provides in Article I, Section 3, at page 125 through 126:

"Improper Conduct of a Member

Sec. 3. The following actions or omissions shall constitute misconduct by a member which shall warrant a reprimand, fine, suspension and/or expulsion from membership, or any lesser penalty or any combination of these penalties as the evidence may warrant after written and specific charges and a full hearing as hereinafter provided:

Refusal or failure to perform any duty or obligation imposed by this Constitution; the established policies of the I.A.M.; the valid decisions and directives of any officer or officers thereof; or, the valid decisions of the E.C. or the G.L. convention.

Attempting, inaugurating, or encouraging secession from the I.A.M., or advocating or encouraging or attempting to inaugurate any dual labor movement, or advocating or encouraging communism, facism, nazism, or any other totalitarian philosophy, or by other actions giving support to these "philosophies" or "isms" or to movements or organizations inimical to the I.A.M. or its established policies and laws.

Acquiring membership by false pretense, misrepresentation, or fraud.

Accepting employment in any capacity in an establishment where a strike or lockout exists as recognized under this Constitution, without permission. Resignation shall not relieve a member of his obligation to refrain from accepting employment at the establishment for the duration of the strike or lockout if the resignation occurs during the period of the strike or lockout or within 14 days preceding its commencement. Where observance of a primary picket line is required, resignation shall not relieve a member of his obligation to observe the primary picket line for its duration if the resignation occurs during the period that the picket line is maintained or within 14 days preceding its establishment.

Actions constituting a violation of the provisions of this Constitution. Any action which would constitute a violation of the L.L. bylaws.

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Illegal voting or in any way preventing an honest election to fill elective offices, posts or positions in the G.L. or any L.L., D.L., council or conference.

Any other conduct unbecoming a member of the I.A.M., provided, however, that any charge of such conduct shall specifically set forth the act or acts or omissions alleged to constitute such offense."

A copy of the current Constitution of the IAMAW is attached hereto as Exhibit E.

7. A strike by Metal Trades Council of New London County of the International Association of Machinists and Aerospace Workers, Merrit Graham Lodge No. 1871 against the Company began on July 1, 1975 and ended sometime in November, 1975.

8. William G. Belanger, Leonard E. Bingham, Robert G. Bradshaw, Francis L. Brisson, David Brown, Earl Z. Burlingame, James M. Crowley, Jr., John R. Dwire, Glen L. Gural, Thomas Hinsch, James E. Holloway, Clyde K. Jalonen, Robert Z. Jones, John R. Morgan, Sr., Kenneth Mottshaw, Joseph E. O'Brien, David L. Peacock, Harold T. Pierce, Robert J. Schussel, John D. Sheeler, Gary E. Singer, Thomas W. Slane, Tidal K. Stevens, Stephen Tramontano, Roger Vincent, Jr., Herbert Yarhouse, and James Zeliff, Jr., were employed at General Dynamics prior to July 1, 1975 and may have participated in the strike that began on July 1, 1975.

9. The employees named above in Paragraph 8, at all times material prior to June 10, 1975, were members in good standing of Merrit Graham Lodge No. 1871.

10. The persons named above in Paragraph 8 resigned from the Union at sometime during the strike.

11. The persons named above in Paragraph 8 returned to work at the Company at sometime during the strike.

12. Pursuant to a recommendation of a duly authorized meeting on January 5, 1976, of the trial committee of Merrit Graham Lodge No. 1871, the persons named above in Paragraph 8 were fined by Merrit Graham Lodge No. 1871 on January 11, 1976, \$500.00 each for the above-described acts of signation. In addition to the aforementioned fines for the acts of

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Resignation, Merrit Graham Lodge No. 1871 levied fines upon some of the above-named persons for other actions allegedly in violation of the IAMAW Constitution. The legality of these fines is not at issue in this proceeding.

13. On January 19, 1976 and March 16, 1976, respectively, the persons named above in Paragraph 8 were notified of the imposition of said fines and advised of the intention of Merrit Graham Lodge No. 1871 to take legal action against them to collect said fines.

14. The record in this case shall include the Motion to Transfer Proceeding to the Board, this Stipulation of Facts, and the documents attached thereto, and the following documents:

General Counsel's Exhibit No. 1 is as follows:

- (a) The original Charge filed January 2, 1976;
- (b) The original Amended Charge filed February 9, 1976;
- (c) The original Complaint and Notice of Hearing issued February 24, 1976, with Form NLRB-4668 attached;
- (d) The original Affidavit of Service of I(c) above, dated February 24, 1976;
- (e) Original Respondent's Answer to Complaint dated March 5, 1976;
- (f) The original Amendment to Complaint dated April 3, 1976;
- (g) The original Affidavit of Service of I(f) above, dated April 8, 1976.

15. The record, as set forth in Paragraph 14 above, shall constitute the entire record in this proceeding before the National Labor Relations Board and should be submitted directly to the Board for decision.

Respectfully submitted,

Dated at Boston, Massachusetts
this 21st day of June,
1976.

/s/ David F. Sweeney
David F. Sweeney, Esquire
Counsel for International Association of
Machinists and Aerospace Workers,
Merrit Graham Lodge No. 1871

Dated at Boston, Massachusetts
this 11th day of May,
1976.

/s/ David B. Ellis
David B. Ellis, Esquire

Dated at Boston, Massachusetts
this 11th day of May,
1976.

/s/ Arthur G. Telegen
Arthur G. Telegen, Esquire
Co-Counsel for General Dynamics
Corporation, Electric Boat Division

Dated at Boston, Massachusetts
this 9th day of July,
1976.

/s/ Thomas P. Kennedy
Thomas P. Kennedy, Counsel for the
General Counsel
National Labor Relations Board
First Region
Boston, Massachusetts

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
FIRST REGION

In the Matter of
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
MERRIT GRAHAM LODGE NO. 1871
and
GENERAL DYNAMICS CORPORATION,
ELECTRIC BOAT DIVISION

CASE NO. 1-CB-3147

COMPLAINT AND NOTICE OF HEARING

It having been charged by General Dynamics Corporation, Electric Boat Division, Eastern Point Road, Groton, Connecticut 06340 (herein called the Company) that International Association of Machinists and Aerospace Workers, Merrit Graham Lodge No. 1871, 18 Pleasant Street, Groton, Connecticut 06340 (herein called Respondent) has been engaging in and is engaging in unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151, et seq. (herein called the Act) the General Counsel of the National Labor Relations Board (herein called the Board), on behalf of the Board, by the undersigned Regional Director, issues this Complaint and Notice of Hearing pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, Series 8, as amended.

1. The Charge in this proceeding was filed by the Company on January 2, 1976 and a copy thereof served upon Respondent on January 2, 1976. An Amended Charge was filed by the Company on February 9, 1976 and a copy thereof served upon Respondent on February 9, 1976.
2. The Company is and has been at all times material herein a corporation duly organized under and existing by virtue of the laws of the State of Delaware.
3. At all times herein mentioned, the Company has maintained a principal office and place of business at Eastern Point Road, in the Town of Groton, County of New London, and State of Connecticut (herein called the Company plant), and is now and continuously has been engaged at said plant in the manufacture of submarines.

4(a) The Company in the course and conduct of its business causes, and continuously has caused at all times herein mentioned, large quantities of steel used by it in the manufacture of submarines to be purchased and transported in interstate commerce from and through various States of the United States other than the State of Connecticut, and causes, and continuously has caused at all times herein mentioned, substantial quantities of finished products to be sold and transported from said plant in interstate commerce to States of the United States other than the State of Connecticut.

(b) The Company, in the course and conduct of its business, annually receives from points outside of the State of Connecticut goods valued in excess of \$50,000 and annually ships to points outside the State of Connecticut goods valued in excess of \$50,000.

5. The aforesaid Company is and has been engaged in commerce within the meaning of the Act.

6. Respondent is a labor organization within the meaning of Section 2(5) of the Act and has its principal office and place of business at 18 Pleasant Street, in the Town of Groton, County of New London, and State of Connecticut.

7. At all times material herein, the following named persons occupied positions set opposite their respective names, and have been and are now agents of the Respondent, acting on its behalf, within the meaning of Section 2(13) of the Act.

Albert Camara.....President

Albert Whipple.....Trial Committee Chairman

8. From on or about July 1, 1975 to November 5, 1975 approximately 27 employees of the Company duly resigned from membership in Respondent.

9. Since on or about January 11, 1976 and continuing to date, Respondent has restrained and coerced, and is restraining and coercing, the employees of the Company in the exercise of the rights guaranteed in Section 7 of the Act by the following acts and conduct:

On or about January 11, 1976 Respondent, by Albert Camara and Albert Whipple imposed fines upon the aforementioned 27 employees for resigning from membership in Respondent and/or returning to work at the Company.

10. By reason of the acts described in Paragraph 9 above, Respondent has restrained and coerced, and is restraining and coercing, the Company's employees in the exercise of the rights guaranteed by the Act, and the Respondent did engage in and is engaging in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

11. The activities of Respondent, described above in Paragraph 9, occurring in connection with the operation of the Company described above in Paragraphs 3 and 4 have a close, intimate, and substantial relation to trade, traffic and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

12. The acts of Respondent, described above, constitute unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(A), and Section 2(6) and (7) of the Act. *chj*

PLEASE TAKE NOTICE that on the 12th day of April, 1976, at 11:00 o'clock in the forenoon, Eastern Daylight Saving Time, at a place to be determined in New London, Connecticut, a hearing will be conducted before a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony. Form NLRB-4668, Statement of Standard Procedures in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Cases, is attached.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an Answer to said Complaint within ten (10) days from the service thereof and that unless it does so all of the allegations in the Complaint shall be deemed to be admitted

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to be true and may be so found by the Board. Immediately upon the filing of its Answer, Respondent shall serve a copy thereof on each of the other parties.

WHEREFORE, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the First Region, on this 24th day of February, 1976, issues this Complaint and Notice of Hearing against International Association of Machinists and Aerospace Workers, Merritt Graham Lodge No. 1871, Respondent herein.

Robert S. Fuchs

Robert S. Fuchs, Regional Director
National Labor Relations Board
First Region
Boston, Massachusetts

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BOARD

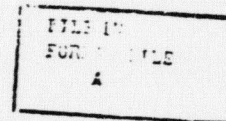
NATIONAL LABOR RELATIONS BOARD
REGION ONE

IN THE MATTER OF

I.A.M., LOCAL 1871

and

GENERAL DYNAMICS CORPORATION,
ELECTRIC BOAT DIVISION



CASE 1-CB 3147

ANSWER

1. Respondent admits the allegations contained in Paragraphs 1, 2, 3, 4(a), 4(b), 5, 6, 7, and 8.

2. Respondent admits that in accordance with the provisions of the constitution of the International Association of Machinists and Aerospace Workers and Local 1871 thereof, it has conducted trials and assessed fines against certain of its members. These sums have never been collected by the Respondent to date. Respondent denies each and every other allegation of Paragraph 9, 10, 11 and 12 of the Complaint.

3. Further answering, Respondent alleges that the individuals fined were fined for performing work and crossing picket lines prior to the effective date of their resignation from the Respondent Union, an act which does not violate the provisions of the National Labor Relations Act, and further, these individuals were fined for the act of resigning from membership in the Respondent Union during the course of a duly authorized strike.

Respectfully submitted,

INTERNATIONAL ASSOCIATION OF
MACHINISTS, LOCAL 1871

By its attorney,

DAVID F. SWEENEY, ESQUIRE
BRESLIN, SWEENEY & GORDON
10 JEFFERSON BOULEVARD
WARWICK, RI 02888

LAW OFFICES
BRESLIN,
SWEENEY & GORDON
WICK, RHODE ISLAND
02888

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
FIRST REGION

*
In the Matter of *
*
INTERNATIONAL ASSOCIATION OF MACHINISTS *
AND AEROSPACE WORKERS, MERRIT GRAHAM *
LODGE NO. 1871 *
*
and *
*
GENERAL DYNAMICS CORPORATION, *
ELECTRIC BOAT DIVISION *

CASE NO. 1-CR-3147

AMENDMENT TO COMPLAINT

The Complaint and Notice of Hearing heretofore issued in the above-captioned matter on February 24, 1976, is hereby amended to read as follows:

9. Since on or about January 11, 1976, and continuing to date, Respondent has restrained and coerced, and is restraining and coercing, the employees of the Company in the exercise of the rights guaranteed in Section 7 of the Act by the following acts and conduct:

On or about January 11, 1976, Respondent, by Albert Camara and Albert Whipple, imposed fines upon the aforementioned 27 employees for resigning from membership in Respondent.

Dated at Boston, Massachusetts, this 8th day of April, 1976.


Robert S. Fuchs, Regional Director
National Labor Relations Board
First Region
Boston, Massachusetts

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
FIRST REGION

FILE IN
MORAL FILE
B

In the Matter of

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
MERRIT GRAHAM LODGE NO. 1871

and

GENERAL DYNAMICS CORPORATION,
ELECTRIC BOAT DIVISION

CASE NO. 1-CB-3147

AMENDMENT TO STIPULATION OF FACTS

It is hereby stipulated and agreed by International Association of Machinists and Aerospace Workers, Merrit Graham Lodge No. 1871, General Dynamics Corporation, Electric Boat Division, and Counsel for the General Counsel that the Stipulation of Facts submitted with the Motion to Transfer Proceeding to the Board submitted on July 12, 1976 is hereby amended as follows:

1. Delete Paragraph 7 in its entirety and substitute therefor the following:

"7. A strike by Metal Trades Council of London County, of which the International Association of Machinists and Aerospace Workers, Merrit Graham Lodge No. 1871 is a constituent, against the Company began on July 1, 1975 and ended sometime in November, 1975."

2. Delete from Paragraph 8 the name of Stephen Tramontano.

3. In Paragraph 12, page 3, line 4, add the word "solely" after the word "each" and in Paragraph 12, page 4, line 3, add the word "latter" after the word "these" so that Paragraph 12 will now read:

"12. Pursuant to a recommendation of a duly authorized meeting on January 5, 1976, of the trial committee of Merrit Graham Lodge

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No. 1871, the persons named above in Paragraph 8 were fined by Merrit Graham Lodge No. 1871 on January 11, 1976, \$500.00 each solely for the above-described acts of resignation. In addition to the aforementioned fines for the acts of resignation, Merrit Graham Lodge No. 1871 levied fines upon some of the above-named persons for other actions allegedly in violation of the IAMAW Constitution. The legality of these latter fines is not at issue in this proceeding."

Dated at Warwick, Rhode Island
this _____ day of _____,
1976.

David F. Sweeney, Esquire
Counsel for International Association
of Machinists and Aerospace Workers,
Merrit Graham Lodge No. 1871

Dated at Boston, Massachusetts
this 23d day of July,
1976.

David B. Ellis

David B. Ellis, Esquire

Dated at Boston, Massachusetts
this 23d day of July,
1976.

Arthur G. Telegen

Arthur G. Telegen, Esquire
Co-Counsel for General Dynamics
Corporation, Electric Boat
Division

Dated at Boston, Massachusetts
this 5 day of August,
1976.

Thomas P. Kennedy

Thomas P. Kennedy, Counsel for the
General Counsel
National Labor Relations Board
First Region
Boston, Massachusetts

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,	)	
	)	
Petitioner,	)	
	)	
v.	)	No. 77-4202
	)	
INTERNATIONAL ASSOCIATION OF MACHINISTS,	)	
AND AEROSPACE WORKERS, MERRIT GRAHAM	)	
LODGE NO. 1871,	)	
	)	
Respondent.	)	

CERTIFICATE OF SERVICE

The undersigned certifies that three (3) copies of the appendix in the above-captioned case have this day been served by first class mail upon the following counsel at the addresses listed below:

David F. Sweeney, Esq.
Breslin, Sweeney & Gordon
10 Jefferson Boulevard
Warwick, Rhode Island 02888

Arthur G. Telegen, and
David B. Ellis, Esqs.
Foley, Hoag & Eliot
10 Post Office Square
Boston, Massachusetts 02109

Elliott Moore

Elliott Moore

Elliott Moore

Deputy Associate General Counsel
NATIONAL LABOR RELATIONS BOARD

Dated at Washington, D. C.

this 8th day of February, 1978.